

The Gazette of India

EXTRAORDINARY

PART I—Section 1

PUBLISHED BY AUTHORITY

No. 163] NEW DELHI, THURSDAY, NOVEMBER 30, 1961 AGRAHAYANA 9, 1883

MINISTRY OF COMMERCE & INDUSTRY

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 30th November 1961

SUBJECT:—*Import of Motor Vehicle parts from U.S.A. under the forthcoming D.L.F. Loan—October, 1961—March, 1962 licensing period.*

No. 131-ITC(PN)/61.—Attention of the importers is invited to para 2 of Appendix 26 to the current Red Book according to which supplementary licences for import of Motor vehicle parts which will be issued to established importers on an *ad hoc* basis during the current period—October, 1961—March, 1962 will be valid for imports from U.S.A. only. It has also been mentioned therein that the procedure to be followed for imports of Motor vehicle parts against supplementary licences will be indicated separately.

2. It has now been decided that applications from established importers for grant of supplementary licences for import of Motor vehicle parts from U.S.A. only under the forthcoming D.L.F. Loan will be considered by the Chief Controller of Imports & Exports, New Delhi, on an *ad hoc* basis during the current licensing period—October, 1961—March, 1962 and licences will be granted to them on a quota of 5 per cent of half of their best year's imports of this item subject to a minimum value of licences for Rs. 1,000 in an individual case. The provisions/conditions mentioned in Appendix 26 of the current Red Book which are ordinarily applicable to the grant of licences to established importers will also be applicable to the grant of *ad hoc* licences to established importers for import from U.S.A. only under this Public Notice.

3. Supplementary licences for import of Motor vehicle parts from U.S.A. only under the forthcoming D.L.F. Loan will be granted to established importers subject to the terms and conditions laid down in Appendix to this Public Notice. Licences for import of this item will be issued only on receipt of an intimation from established importers accepting the terms and conditions indicated in the Appendix to this Public Notice.

4. Applications for grant of supplementary licences for import of Motor vehicle parts under the forthcoming D.L.F. Loan should be superscribed as "Under D.L.F. Loan" and should be in the usual form and manner. The established importers should address their applications complete in all respects to Shri S. Ganguli, Dy. Chief Controller of Imports & Exports, Office of the Chief Controller of Imports & Exports, Udyog Bhavan, New Delhi, with a copy to the Ministry of Commerce and Industry (Aid Section) so as to reach them latest by the 31st January, 1962.

APPENDIX TO MINISTRY OF C. & I. PUBLIC NOTICE No. 131-ITC(PN)/61

Terms and Conditions governing the issue of licences for Raw-Materials attached with Licence No. dated

(i) The licence will be valid for the import of goods of USA origin and from the USA only. The goods to be imported under this licence should, therefore, have their origin in U.S.A., be procured from U.S.A. and must be shipped from U.S.A. ports. All contracts for supply should be entered into with the U.S.A. suppliers only.

(ii) (a) Before placing or agreeing to place any order of \$5000 or more under the licence, the licensee shall fully execute the attached form (Annexure I) titled "Notice to U.S. Business regarding proposed procurement of goods" and shall submit it in triplicate to the Ministry of Commerce & Industry (Aid Section) within 15 days of the receipt of the licence. To the extent possible, specifications according to U.S. standard shall be indicated for all items sought to be imported, and when U.S. specifications are not known full description of the goods should be given. These details should be given in the English language. In the case of reports relating to procurement of proprietary items—i.e. items which are part of an existing plant or are required for the extension of an existing plant, for which orders must be placed on the original supplier for technical reasons, or machinery and spare parts or items for which the purchaser is a franchised dealer, assembler or processor, the importer may apply through the Ministry of Commerce and Industry (Aid Section) to the Loan Services Staff, Development Loan Fund, Washington-25, while submitting the report for a waiver of the waiting period stipulated in (c) below.

The importer is cautioned that splitting orders to reduce each order to a value of less than \$5000 for the purpose of evading the requirement for reporting to the D.L.F., Washington, will be a cause for the immediate cancellation of the licence.

(b) The importer shall not place or agree to place any order with the suppliers in an amount exceeding \$5000 under the import licence until advised by the Ministry of Commerce and Industry.

(c) As required by the Development Loan Fund authorities, the importer shall not place or agree to place any order with the suppliers in an amount exceeding \$5000 under the Import Licence until 30 days have elapsed from the time that the report reaches the D.L.F. In pursuance of this, on submission by the importers of the reports, the Importers will be advised by the Ministry of Commerce & Industry the date upto which they shall defer placing final orders. On the expiry of this waiting period and subject to their receiving no further communication from the Ministry of Commerce & Industry the importers may finalise orders with their suppliers.

(iii) The Importers shall indicate in their contracts with U.S. suppliers that certain documents have to be submitted by the supplier to the importers; these documents are indicated later, under Annexure II and would have to be submitted by the Importers to the Ministry of Finance (Economic Aid Section), New Delhi for obtaining reimbursement.

(iv) Firm orders must be placed after completion of all formalities on the suppliers by the 31st March, 1962 and the goods shipped by 30th September, 1962 at the latest, within a fortnight of the placement of orders, a report, in triplicate, should be sent to the Ministry of Commerce and Industry with a copy to the Ministry of Finance (Department of Economic Affairs) supported by the following information/documents:—

- (a) No., date and value of the licence;
- (b) Value of the order placed and accepted by the supplier;
- (c) Name and address of the supplier;
- (d) General description of the equipment to be imported;
- (e) A copy of the order placed on the supplier and of his acceptance.

Any change in the terms of the order should be intimated promptly to the Ministry of Commerce and Industry.

(v) The goods should be procured at reasonable prices which should normally approximate the lowest competitive export market price, quality, time and cost of delivery and other factors considered. The prices at which contracts are concluded by the importer will be subject to check by the Indian Government. Any contracts entered into in violation of the conditions of this paragraph will render the licence liable to cancellation.

(vi) Goods imported under this import licence shall be used only for the purposes for which the import licence is issued and/or in accordance with such conditions as may hereafter be prescribed by Government. The importer shall promptly furnish to the Ministry of Commerce and Industry all relevant information concerning details of purchase and the use of goods obtained under the import licence.

(vii) Goods may be shipped only on Indian and/or U.S. Flag Vessels. It should, however, be ensured that at least 50% of the total tonnage of all orders (computed separately for dry bulk carriers, dry cargo liners and tankers) is shipped on U.S. Flag Commercial Vessels to the extent such vessels are available at fair and reasonable rates for U.S. Flag Commercial Vessels. Freight charges in respect of goods transported on Indian Flag Vessels shall be payable in rupees.

(viii) Marine insurance may be effected either with U.S. or Indian Insurance Companies. In respect of insurance covered with Indian Insurance Companies insurance premium shall be payable in rupees.

(ix) Claims for deficiency in quality and specifications, for defective goods, short landings, damages, etc. with the suppliers/Steamer companies shall be settled only in dollars, the payment being remitted by the importer. Immediately upon the settlement of such claim the importer should notify the Ministry of Commerce and Industry all the details of such payment. The Indian bank should furnish a certificate that the necessary foreign exchange earned in connection with the settlement of such claim has been received in India. A copy of the report to the Ministry of Commerce and Industry and a copy of the certificate of the Indian Bank should be sent to the Ministry of Finance (Deptt. of E.A.). In addition a quarterly statement as in the form enclosed as Annexure VII should be rendered to the Ministry of Commerce and Industry. It is imperative that importers should receive the claims in India and should in no case arrange for their being credited to their accounts, if any, with the suppliers/shipping companies abroad.

(x) The importer shall make arrangement with his suppliers to comply with the requirement regarding marking of the commodities imported as set out in Annexure III.

(xi) The importer shall maintain books and records adequate to identify the items financed under the loan; to disclose their costs and their use, to show the nature and extent of solicitation of prospective suppliers and the basis for the award of the contracts or orders involved; and to indicate the progress in their utilisation. Such books and records shall be maintained until 31st December, 1973.

The importers shall submit to the Commerce and Industry Ministry with copy endorsed to the Ministry of Finance (Department of Economic Affairs) quarterly reports for each calendar year giving details of (i) procurement and utilisation and (ii) Ocean shipping in the forms attached as Annexures IV, V & VI to this Public Notice. These reports shall be submitted within ten days after the expiry of the quarter under report.

(xii) The importer should apprise the suppliers of any special provisions in the import licences which effect the suppliers in carrying out the transaction.

(xiii) It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the importers and suppliers.

(xiv) The importer shall promptly comply with any directions, instructions or orders issued by Government regarding any and all matters arising from or pertaining to the import licences and for meeting the obligations under the agreement.

(xv) The licenses should sell goods to actual users and should furnish lists of such actual users to the Dev. Wing of the Ministry of Commerce & Industry, if and when called upon to do so.

ANNEXURE I TO PUBLIC NOTICE NO. 131-ITC(PN)/61, DATED 30-11-1961

Notice to U.S. Business Regarding Proposed Procurement of Goods

(1) D.L.F. Number and Date of Loan Agreement.

(2) Name of Borrower President of India.

(3) Name and Address of Purchaser (if different from Borrower).

(4) Description of proposed purchase, with specifications stated in terms of U.S. standards, giving sizes, quantities, basis of quotation (e.g., whether quotations are to be on FAS Port or Exit, C&F, or other basis), etc., and indicating any special conditions applicable to the purchase. Where description does not include details needed by suppliers to prepare quotations, the purchaser will indicate the address in the U.S. or abroad where such detail is available. The phrase "with specifications stated in terms of U.S. standards" means expressed in terminology which is readily understandable by U.S. commercial trade and which will enable U.S. suppliers to submit quotations without further interpretation.

(5) Purchaser's Number, if any.

(6) Quotations will be accepted until (date).

(7) Cabled quotations will () will not () be accepted. If yes, give cable address.

(8) Shipment date, if set.

(Name of Purchaser)

(Authorized Representative)

ANNEXURE II TO PUBLIC NOTICE No. 131-ITC(PN)/61, DATED 30-11-1961

Documents Required from Suppliers

For cost of goods including costs of freight and/or marine insurance where the supplier pays such costs either for his own or the buyer's account;

(1) One copy (or photostat) of the suppliers' detailed invoice showing quantity, description, gross sales price, net sales price (after deducting all discounts and purchasing agents' commissions applicable) basis of delivery (e.g., F.O.B. vessel, F.A.S.) of the goods or services, and either

(a) Marked "paid" by the supplier, or

(b) Endorsed by, or accompanied by a certificate of an officer of a banking institution indicating that payment has been made in the amount shown in the invoice.

(Where the suppliers' detailed invoice covered cost of ocean freight only, such invoice shall be executed by the supplier of the ocean freight and shall indicate instead of the quantity, description, sales prices and basis of delivery indicated above, the vessel, flag and the dollar and/or local currency cost of ocean freight and related transportation charges and either (a) marked "paid" by the supplier of the ocean transportation or (b) endorsed by, or accompanied by a certificate of, an officer of a banking institution indicating that payment has been made in the amount shown on the invoice, if the bill of lading [required by sub-paragraph 4(a) of this paragraph] meets the requirements of this sub-paragraph no invoice is required.

(2) In the case of goods shipped from a free port or bonded warehouse, the suppliers should endorse on, or attach to, the copy (or photostat) of the supplier's invoice, a statement indicating:

(a) Shipment from either a free port or bonded warehouse, in accordance with the facts; and

(b) the country or area from which the goods were shipped into such free ports or bonded warehouse.

(3) Evidence of shipment:

(a) Bill of lading or substitute. One copy (or photostat) of ocean or charter party bill of lading, or airway bill, or parcel post receipt.

(b) Bank certificate for shipments from United States. In the case of any commodity shipped from the continental United States (excluding Alaska) a certificate from the banking institution to the effect that it has been informed by the Approved Applicant or supplier that the sale is on an F.O.B. or F.A.S. basis and it is impracticable to furnish an ocean or charter party bill of lading, airway bill or parcel post receipt, and that either:

(i) Shipment document sent by bank. The banking institution has received a common carrier bill of lading, warehouse receipt, mate's receipt, master's receipt, deck receipt or domestic parcel post receipts (if in non-negotiable form showing that the commodity has

been consigned to or is being held for a person or organisation designated by the approved applicant); it has delivered or sent the same, in accordance with the instructions of the approved Applicant; to a person or organization designated by the approved Applicant; and it has in its possession a written undertaking of such person or organization (1) to arrange for ocean shipment and to deliver to the banking institution a copy (or photostat) of the ocean or charter party bill of lading, airway bill, or parcel post receipt or (2) if unable to arrange for ocean shipments within 90 days of the date of the undertaking to deliver to the banking institution a common carrier bill of lading or warehouse receipt in negotiable form for the commodity; or

- (ii) Shipment document held by bank.—The banking institution has received a common carrier bill of lading or warehouse receipt in negotiable form, and is in possession of the bank; it has been unable to deliver the same to a person or organization designated by the approved Applicant against the written undertaking described in (i) of this sub-division, and it is holding the negotiable common carrier bill of lading or negotiable warehouse receipt except that if it becomes possible before any such instructions are received, it will proceed in accordance with (i) of this sub-division.

(4) Three copies of the "Supplier's Certificate" and "Invoice—and Contract Abstract" in the annexed form (Annexure VIII) signed by a responsible official of the supplier, covering the following:—

- (a) The cost of the commodity, including the cost of ocean freight and/or marine insurance including war risk insurance when such costs are paid by the supplier for his own or the buyer's account to be executed by the supplier of the commodity.
 - (b) The cost of marine insurance including war risk insurance to be executed by the insurer, insurance broker, or underwriter.
 - (c) The cost of ocean freight to be executed by the ocean carrier.
- (5) Such additional or substitute documentation as may be specified.

ANNEXURE III TO PUBLIC NOTICE NO. 131-ITC(PN)/61, DATED 30-11-1961

Marking requirements:

(i) Goods must carry an emblem designed for this purpose. This identification shall be affixed by metal plate, decalcomania, stencil label tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked. The emblems placed on the commodities must be approximately as durable as the trade mark or company or brand name affixed by the producer, the emblem on the shipping containers must be legible until they reach the consignee.

Size of emblem.—The size of the emblem may vary depending upon the size of the commodity, package or shipping container to be marked, but must be large enough to be clearly visible at reasonable distance.

(ii) Exception to the requirement.

Raw materials (including grain, coal petroleum, oil and lubricants) shipped in bulk, vegetable fibres packaged in bales, and semi-finished products which are not packaged in any way are, to the extent compliance is impracticable, excepted from the marking requirements of this section.

(iii) The following guidance and interpretation is provided to ensure uniformity of interpretation by suppliers:

(a) *Buildings, structures and major items of equipment confined to one site.*—A metal plate bearing the emblem is to be affixed in a suitable location on each structure, or emblems may be painted directly on to the structure, using good quality outdoor paints. The emblem to be applied to major items of equipments not confined to one site (such as automotive vehicles, rail road cars and engines, vessels dredges, bulldozers, graders, etc.) by means of waterproof paints or metal plates.

(b) *Other items and packaged goods.*—Each item or shipping container will carry an emblem of the largest practicable size but at least as large as the suppliers' name or trade mark.

(iv) A list of U.S. suppliers of Official Emblems is attached.

The importer shall instruct his suppliers to comply with these requirements.

DEVELOPMENT LOAN FUND

List of U. S. Suppliers of Official Emblem

The following firms have indicated that they stock this emblem in one form or another, or will produce it on order. This list is not to be regarded as restricted in any way since obviously similar items can be produced by additional firms which are not known to this office. The names of such firms will, upon request, be added to subsequent lists.

J. M. Wright, Inc. 30N. LaSalle Street, Chicago 2, Illinois 2530-18th St., San Francisco 10, 606S. Hill St., Los Angeles 14.	Stocks emblem in wide range of sizes, following forms : labels; decals, aluminium foil; tags stencils; shipping cards; adhesive tapes, stainless steel plates & aluminium plates; emblem etched; colored enamels overlaid and baked.
Unz & Company, Inc. 24 Beaver Street, New York 4, New York.	Stocks emblem in wide range of sizes following 8 forms; labels; decals; tags; stencils; shipping cards; aluminium plates; emblem lithographed and baked varnished.
John Hughes Company 6119 Chillum Place, N.E. Washington 11, D.C.	Stock in various sizes; oil board stencils; adhesive tapes in rolls; hand duplicator; prints 2-color emblem at one application; labels.
North Shore Nameplate, Inc. Bank of Manhattan Building Bayside 61, New York	Stocks pressure sensitive waterproof tape die cut emblems on dispenser cards; pressure-sensitive etched anodized aluminium foiled emblems, plastic tags.
Algene Marking Equipment Co. 232 Palisade Avenue Garfield, New Jersey.	Stock hand stamps which apply emblem in 2 colors, PA number and country, all at one application.
Harlson and Company 39 East 21st Street, New York 10, New York.	Furnish plastic tags from stock.
Denney Tag Company West Chester, Pennsylvania.	Will produce tags only, of tag board and tag cloth, regular or wet strength, single or double eyelet.
U. S. Tag & Ticket Co., 2217 Robb Street, Baltimore 18, Maryland.	Will produce tags only—similar to above.
Nite-Brite Sign Co. 140 James Street, Bridgeport 4, Connecticut.	Emblems for packing cases, 24"×30" durable also "Scotchcal" emblems, variety of sizes, both types pressure sensitive, require adhesive activator which is furnished with emblems
American Decalcomania Co., 15th & New York Ave., NW, Wash 5 DC 4334 W. Fifth Ave., Chicago, 24, Ill.	Decals of various types, applied by water, cement heat, solvent, or Pressure.
Mc. Greger Werner, Inc. 1040 Connecticut Ave., N.W. Washington 9, D.C.	Aluminium foil emblems, labels, decals and shipping tags supplied from stock, other items on order.
Kamuagraph Company Wilmington 99, Delaware.	Various heat transfer types for use on cloth, metal or paper.
Jackmayer Label Corporation 855 Avenue of the Americas New York 1, New York.	Various heat transfer types for use on cloth, metal or paper.
Chase Bag Company 309 W. Jackson Blvd. Chicago 6, Illinois.	Bags; Burlap Cotton, Heavy duty paper, multi-wall, open mesh, canvas, etc., any size, with emblem printed in required colors.
Bemis Bros. Bag Co. Second Ave., & 51st Street, Brooklyn 32, New York.	Items similar to those in preceding listing.
Fulton Bag & Cotton Mills Post Office Box 198, New Orleans, 3 Louisiana.	Items similar to those in preceding listing.
Atlantic Bag Company 429 S. Fifth Street, Brooklyn 11, New York.	Items similar to those in preceding listing.
Superior Bag and Hurlap Co. 258 Browning Street, Norfolk, Virginia.	Items similar to those in preceding listing.
Consolidated Bag Co. 3435 Melvale Street, Philadelphia 24, Pennsylvania.	Items similar to those in preceding listing.
Maz Katz Bag Company 312 S. New Jersey Street, Indianapolis 4, Indiana.	Items similar to those in preceding listing.

Cupples Hesse Corp., 4175 N. Kingshighway Blvd., St. Louis 15, Missouri.	Will supply tags on order.
Filman Labels, Inc. 1122 Vermont Ave., N.W., Washington 5, D.C.	Will produce labels, tags and decals, on order.
Aetna Decal, & Process Corp. 1023 Clinton Street, Hoboken, New Jersey.	Will supply decals, on order.
Decalcomania Mfg. Co. 10341 Venice Blvd. Los Angeles 34, Calif.	Will furnish decalcomanias and Scotchlite Reflective emblems from stock.
Weco Press 785 Blake Avenue Belleville 9, New Jersey.	Will furnish labels (gummed or ungummed) on order.
Georg J. Mayar Co. Inc., 546 B. Market Street, Indianapolis, Indiana.	Makes Metal emblems, on order only.
American Emblem Co. Inc. P.O. Box 116, Utica 1, New York.	Makes metal emblems, on order only.
J. Ashton Green & Assoc. P.O. Box 2381 Custom House, New Orleans, Louisiana.	Labels stickers, tags etc. from stock.
Walcott 214 S. Spring Street, Los Angeles 12, Calif.	Supplies paper labels, various sizes from stock.
Miller Dial and Wamp Plate Co. 4100 N. Temple City Blvd. El Monte, California.	Will furnish metal foil emblems, or heavier type to order only.
Cleveland Metal Specialties Co. 1753, East 21st Street, Cleveland 14, Ohio.	Will produce metal emblems to order only.

ADDENDUM TO LIST OF U.S. SUPPLIERS OF OFFICIAL EMBLEMS

Dashew Business Machines, Inc. 1145 Nineteenth St. N.W. Washington 6, D.C.	Alloyed aluminium tags and plated in a variety of sizes.
Morse Decals, Inc. 1215 E. 14th Street, Los Angeles 21 Calif.	Heavily pigmented, silk-screened, water amount decals, on order.
Lehman Printing and Litho Co. 300 Second Street, San Francisco, Calif.	Will produce labels only, on order.
Mark' Amdy, Inc. 145 Grand Avenue Street, Louis 22, Missouri.	Will produce perforated pressure sensitive type in rolls, on order.
Milmar Lithograph 1151 Folsom Street, San Francisco 3, Calif.	Supplies paper labels; Small Sizes, ungummed, from stock other sizes on order.
United Decalcomania Co. Inc. 613, N. Milwaukee Ave., Chicago 23, Illinois.	Supplies Decals, tags, labels & shipping cards, on order only.
International Tag & Salesbook Co., Washington Bldg. Suit 422 Washington 5, D.C.	Tags of various types and sizes.
International Bag Company 2841 Broadway, New York 25 N.Y.	Bags Burlaps, Cotton, heavy duty paper multi-wall, open mesh canvas, etc., any size.
Abacrome Incorporated 455 West 45th Street, New York 36 N.Y.	Furnishes emblem banners for ships.
Robert Leewenstein 610 West 110 Street, New York 25 N.Y.	Bags; Burlap, Cotton Heavy duty paper, multi-wall open mesh, canvas, etc. any size with emblem printed in required colours.
Amosh Harris Neville Company 2800 Seventeenth Street, San Francisco 10, Calif	Bags; Burlap, Cotton, Multi-Wall open, mesh, canvas etc., in many sizes carrying the I.C.A. emblems.

ANNEXURE IV TO PUBLIC NOTICE No. 131-ITC(PN)/61 DATED 30TH NOVEMBER 1961

RAW MATERIALS

Quarterly Procurement report for the period.....to.....196

Name of the importer	Orders placed during this period	Cumulative orders placed	Deliveries made during this period	Cumulative deliveries made	Remarks
		\$	\$	\$	
1	2	3	4	5	6

ANNEXURE V TO PUBLIC NOTICE No. 131-ITC(PN)/61 DATED 30TH NOVEMBER 1961

RAW MATERIALS

Shipping Statement

Shipments from United States during the Quarter ending.....

Shipments on U. S. Flag Vessels								Date of Report
Invoice No. & Date	Name of vessel and Flag	Port of Exit	Port of Destination	Selling or Bill of Lading Date	Description of Cargo	*FOB Value of Cargo	Gross L.T. Weight	*Cost of Ocean Freight
1	2	3	4	5	6	7	8	9

TOTAL

*Expressed in J.S. Dollar Equivalents.

ANNEXURE VI TO PUBLIC NOTICE No. 131-ITC(PN)/61 DATED 30TH NOVEMBER 1961.

RAW MATERIALS

Shipping Statement

Shipments from United States during the Quarter ending.....

Date of Report.....

Shipments on Non-U.S. Flag Vessels

Invoice No. and Date	Name of Vessel and Flag	Port of Exit	Port of Destination	Sailing or Bill of Lading date	Description of Cargo	*FOB Value of Cargo	Gross L T Weight	*Cost of ocean Freight
1	2	3	4	5	6	7	8	9

TOTAL

*Expressed in U.S. Dollar Equivalents:

ANNEXURE VII TO PUBLIC NOTICE No. 131-ITC (PN)/61 DATED 30-11-1961.

Ministry of _____

Statement showing the claims preferred and settled towards shortlandings, damages, etc. in respect of D.L.F. Loans for the Quarter ending.....

Serial No.	Loan No.	Name of Importer	Nature of claim whether for short-landing, or damages etc.	Reference to order/shipment to which the claim relates	Name of supplier/ steamer Co. etc in which claim has been pre- ferred	Amount of claim pre- ferred	Amount of claim received settled whether in rupees or foreign curren- cies to be indicated.	Whether the amount in Col. 8 has been received in India in U.S. dollar/ or other foreign currency to be specified	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE VIII TO PUBLIC NOTICE No. 131-ITC(PN)/61, DATED 30-11-1961.

Development Loan Fund Supplier's Certificate

The supplier hereby acknowledges notice that the sum indicated on the accompanying invoice as claimed to be due and owing under the terms of the underlying contract is to be paid out of funds made available by the United States under the Mutual Security Act, as in effect on the date hereof, and further certifies and agrees with The Development Loan Fund (DLF) as follows:—

- (1) The supplier is entitled under said contract to the payment of the sum claimed and he will promptly make appropriate refund to DLF upon request of the Development Loan Fund in the event of his non-performance, in whole or in part, under said contract, or for any breach by him of the terms of this certificate.
- (2) Adjustment refunds or credits arising out of the terms of the contract or the customs of the trade shall be made direct to the buyer, but the supplier will promptly notify the Development Loan Fund concerning any such adjustment refunds or credits, so that the Development Loan Fund may obtain appropriate refund from the borrower. If an adjustment results in an additional charge to the purchaser, the supplier will promptly notify the Development Loan Fund of such additional charge.
- (3) If the said contract is on a C&F (cost and freight) or a CIF (cost, insurance and freight) basis, the supplier is entitled to payment of any ocean freight charges included in the sum claimed. The Supplier is entitled to payment of any ocean marine insurance premium charges included in the sum claimed.
- (4) The supplier is the producer, manufacturer, processor, or exporter of, or a regular dealer in, the commodity, or furnishes the service covered by said contract and has not employed any person to obtain said contract under any agreement for a commission, percentage, or contingent fee, except to the extent, if any, of the payment of a commission to a *bona fide* established commercial or selling agent employed by the supplier as disclosed on the reverse of this form.
- (5) The supplier has not given or received and will not give or receive by way of side payment, "kickbacks", or otherwise, any benefit in connection with said contract except as is disclosed on the reverse of this form, or as in the result of the adjustments referred to in Paragraph 2.
- (6) If the supplier is the producer, manufacturer or processor of a commodity, said contract is not a cost plus-a-percentage-of-cost contract.
- (7) The supplier further certifies that to the best of his information and belief the purchase price does not exceed the export market price in the source country prevailing at the time of purchase.
- (8) The supplier further certifies that (a) the purchase price does not exceed the price charged by him in a comparable sale of the same or a similar commodity. (b) he has allowed all discounts, including discounts for quantity purchase and prompt payment, customarily allowed his other customers similarly situated.
- (9) If the supplier furnishes only a service, he shall not be deemed to certify to paragraphs 7 and 8 but instead certifies that the rate indicated on the reverse of this form for the service rendered does not exceed the prevailing rate, if any, for similar services, or the rate paid to the supplier for similar services by other customers similarly situated.
- (10) The supplier has filled in the applicable portions of the invoice-and-contract abstract on the reverse hereof, certifies to the correctness of the information shown therein and will furnish promptly to the

Development Loan Fund at its request such additional information in such form as the Development Loan Fund may require concerning price or any other details of the purchase.

Date

AUTHORIZED SIGNATURE (SEE INSTRUCTIONS)

TITLE

Place executed (City, State, Country)

NOTE.—(a) Any amendments, deletions of applicable provisions, or substitutions will invalidate this certificate, (b) False statements herein are punishable by United States Law (c) The word "Duplicate" must be written after signature on all signed copies other than the original.

INVOICE AND CONTRACT ABSTRACT

Invoice Information

1	Loan Number	2	Invoice Amt. after Discount		3	Source Country	4	Gross Long Tons					
5	Vessel Name	Bulk	Berth	Tanker	6	Flag	7	Port of Exit	8	Date D/L			
9	Commodity or Service-in-English			10	Invoice Date	11	Quantity	12	Quantity Unit	13	Unit price	14	Shipping terms
15	Supplier's name, Address				16	Class of supplier (check one) Manufacturer, Producer, or Processor— Primary seller			17	Importer's name and Address			
						Merchant Exporter or other—Secondary seller							

Information as to Agents' Commissions, Domestic and Foreign

18	Names of Agents	19	Addresses	20	Commissions in invoice Amt. —Paid or to be paid

CONTRACT AND PRICE INFORMATION

21	Contract Date	22	Contract Shipping Terms	23	Contract Amount	24	Contract Quantity	25	Contract Unit Price
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K. T. SATARAWALA,
Chief Controller of Imports & Exports.

ORDER

IMPORT TRADE CONTROL

New Delhi, the 30th November 1961

No. 18/61.—In exercise of the powers conferred by section 3 of the Imports and Exports (Control) Act, 1947 (18 of 1947), as in force in India and as applied to the State of Pondicherry, the Central Government hereby makes the following Order further to amend the Imports (Control) Order, 1955, namely:—

1. **Short title.**—This Order may be called the Imports (Control)—13th Amendment Order, 1961.

2. **Amendment of sub-clause (g) of clause 11.**—In clause 11, in sub-clause (g), the following shall be inserted at the end, namely:—

“(iv) bees falling under serial number 1 of part IV of Schedule 1.”

B. N. ADARKAR, Jt. Secy.

